

**EXHIBIT 8**

Barry J. Linton  
9 New Meadow Lane  
Topsfield, MA 01983

June 11, 1999

DEPOSITION  
EXHIBIT

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11/29/05 um

Customer Service  
New York Life and Annuity Corporation  
Variable Products Division  
51 Madison Avenue  
New York, NY 10010

Dear Sir/Madam:

Effective this date, I have placed in force New York Life Insurance and Annuity Corporation Variable Universal Life Policy #63 608 179. As your records will indicate, the scheduled premium for this policy is substantial. Therefore, my understanding of the mechanics of this coverage is of utmost importance.

As several issues are not clearly defined in your prospectus, I am writing to illicit your clear response on the following points:

Assume that, as a result of substantial premium payments and superior separate account performance, the Accumulation Value reaches the point where an increase to the total death benefit is required to comply with Section 7702 of the Internal Revenue Code ("Corridor Test") as outlined on Page 31, section titled "Death Benefit Under the Policy". Will this increase occur automatically? Further assume that in the following year, the separate account performance is substantially negative (i.e. a loss of 20%), thereby resulting in a substantial reduction in my Accumulation Value. In this situation, the amount of life insurance required to satisfy the Corridor Test would be substantially reduced. Will this reduction in coverage occur automatically? Or, am I required to take action each month or year to increase or decrease the face amount to satisfy the minimum requirement for life insurance coverage under IRC 7702? How is the face value recalculated (i.e. is the face value calculated to be exactly the amount needed to satisfy the corridor test)? Please elaborate on the exact action I must take, if any, should the Corridor Test require changes in the total death benefit.

Are the reductions in face amount discussed above subject to the text on Page 33, section "Face Amount Changes" which states, "We reserve the right to terminate the option of decreasing the face amount.."? Under what circumstances would the right to terminate the option of decreasing the face amount be exercised?

Page 35, section titled "Partial Withdrawals" states, "We reserve the right to limit the amount and frequency of partial withdrawals." I anticipate making partial withdrawals yearly from the policy (after the scheduled premiums have been paid) until the original

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basis has been withdrawn. This clause is concerning, and I need to know under what circumstances this right will be exercised.

Page 43, section titled "Transfers to Investment Divisions and to the Fixed Account" states, "We reserve the right to limit transfers to the Fixed Account after the first two Policy Years." Under what circumstances and in what manner would this right be exercised?

I appreciate your immediate and thorough response to these issues, as my 20 day free look period is currently in effect.

Sincerely,

Barry J. Linton

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